

SECOND AMENDMENT TO
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING
SERVICES

THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES, hereinafter "Second Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Parsons Commercial Technology Group Inc.**, hereinafter "A/E", collectively being referred to herein as the "Parties".

RECITALS

WHEREAS, the County and the A/E executed an Agreement for Architectural and Engineering Services, hereinafter the "Agreement", which became effective as of the last party's execution of same, December 16, 2010;

WHEREAS, the County has determined the Agreement does not reflect the budgeted amount for the maximum compensation that A/E may become entitled to under the Agreement and the total maximum sum that County shall become liable to pay to A/E under the Agreement for all Basic Services, Additional Services and expenses;

WHEREAS, it has become necessary to amend the Agreement in order to accurately set forth the total budgeted amount for the maximum compensation allowed under the Agreement;

NOW, THEREFORE, premises considered, the County and the A/E agree that said Agreement is amended as follows:

AMENDMENT

- A. The existing language set forth under Section X of the Agreement regarding the Limit of Appropriation shall be amended as follows:

Prior to the execution of the Agreement, A/E was advised by County, and A/E clearly understood and agreed, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Eighteen Million Ninety Three Thousand One Hundred Sixteen and No/100 Dollars (\$18,093,116.00)** specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the A/E and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. A/E does further understand and agree, said understanding and agreement also

being of the absolute essence of this Agreement, that the total maximum compensation that A/E may become entitled to under this Agreement and the total maximum sum that County shall become liable to pay to A/E for all Basic Services, Additional Services and expenses hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **One Million Nine Hundred Eighty-Four Thousand and No/100 Dollars (\$1,984,000.00).**

- B. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and the Agreement, any previously approved written amendments and this Second Amendment are the valid, binding and enforceable obligations of such party.
- C. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives or on behalf of such party, to be effective as of the date set forth herein above.

**PARSONS COMMERCIAL
TECHNOLOGY GROUP INC.**

By:

Signature

Alvaro Rizo-Patron

Printed Name

Vice President

Title

8/5/2011

Date

WILLIAMSON COUNTY, TEXAS:

By:

Signature

Printed Name

Title

8-1-11
Date